

HOME VISITATION CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT

This Contract is entered into by and between the Nebraska Department of Health and Human Services Division of Children and Family Services, Child Welfare Section and Office of Juvenile Services (hereinafter the "Department"), and Lincoln-Lancaster County Health Department (hereinafter the "Contractor").

PURPOSE: The purpose of this contract is to contract for the provision of Home Visitation to the youth of the State of Nebraska; and whereas the Contractor is providing Home Visitation services from **March 1, 2008 – June 30, 2009 (16 months)** with an option to renew for one (1) fiscal year from **July 1, 2009 to June 30, 2010** with the agreement of both parties, if funds are available, unless otherwise terminated as described in Article IV.

I. SCOPE OF SERVICES

RFP #34300-03 is attached and incorporated herein as if more fully set forth; see **Attachment A.**

The Contractor will provide services to at risk children, ages 0 – 5 years targeted, but not limited to, identified by the Division of Children and Family Services utilizing an evidenced-based or promising practice model. Target family populations include, but are not limited to, teenage parents, single mothers, families with low birth weight infants, parents investigated for child maltreatment, parents with alcohol, drug, or mental health problems, and other at risk populations. The Contractor should define the comprehensive parent support system for each family served as evidenced by inclusion of fathers in services. The Contractor will focus primarily on prevention of child abuse and neglect by addressing and working with parents to improve parenting skills and provide opportunity for social-emotional and cognitive development, and

meet the physical and mental health of their child(ren). The Contractor must comply with all the requirements of the evidenced-based model approved by the Department. The evidenced-based model is attached and incorporated herein as if more fully set forth; please see **Attachment A(1)**.

Families to be visited will be those identified by CFS, with priority given first to families involved in the Protection and Safety system.

The Contractor must also provide a presentation semi-annually regarding the promotion of prevention services within the system of care to the community served in order to educate, raise awareness and provide materials to families, child care providers, and the other interested members of the community in at least two separate locations throughout the identified geographical area targeted for services by the Contractor.

A. Outcome Measures: The content of the progress reports shall include but is not limited to information that is requested that are specific to the federal Child and Family Services Review (CFSR) outcomes related to safety, permanency and well-being as required by the U.S. Department of Health and Human Services. The Contractor understands that the intent of the Department is to publicly post information regarding the stated Performance Measures and the degree to which they were met. The Contractor will provide a report indicating program effectiveness based on the following outcome measures:

1. Federal Outcome: Children are safely maintained in their own homes when possible and appropriate.
 - a. Services to families to protect child(ren) in their own homes and to prevent removal.
 - 1) 98% of children/families served will have no substantiated report of abuse or neglect while Home Visitation services are being implemented.
 - 2) 90% of cases with no child being removed from the home and placed in out of home care during the period of time Home Visitation services are being provided.

- 3) 90% of cases where no child who received Home Visitation services entered out of home care within 12 months of discharge from the Home Visitation program.
 - b. Families have enhanced capacity to provide for children's needs
 - 1) 95% of cases with no substantiated reports of abuse and neglect within 12 months of discharge from the Home Visitation program.
 - c. Children receive services to meet their physical needs.
 - 1) 100% of cases where the child is current on medical treatment.
 - 2) 100% of cases where the child is up to date on immunizations.
 - d. Children receive services to meet their educational needs.
 - 1) 90% of children who do not meet age-appropriate developmental milestones are referred to appropriate services to meet their needs (i.e. Early Childhood Development Network, etc.)
- 2. Federal Outcome: Timeliness and Permanency of Reunification
 - a. 69.9% or more of children will be reunified with their parents within 12 months of their most recent entry into out-of-home care.
 - b. 39.4% or more of children will be reunified with their parents within 12 months of their first entry into out-of-home care.
 - c. Median months in care will be less than 6.5.
 - d. 15% or less of children will reenter out-of-home care in less than 12 months of discharge.
- 3. Additional outcome measures will be added based upon mutual agreement of all the Contractors for Home Visitation Services and the Department.

B. PROGRAM STANDARDS:

The Department and the Contractor agree to work together to implement a system of performance accountability that includes the measurement of areas of performance. The process shall also include the compilation, analysis, and interpretation of the data in a collaborative manner between the Department and the Contractor.

The Contractor agrees to provide reports monthly, by the 15th of the following month. These Performance Measures Reports will be in a format agreed to

between the Contractor and the Department. The four Home Visitation Providers and DHHS will mutually agree upon these measures within 60 days of date of contract signing date and incorporate these performance measures reporting format as **Attachment C**.

Should the Contractor be more than 15 days delinquent in submitting the Performance Measures Report, the Department may withhold an amount equal to 10% of each subsequent month's total receivable amount, due to the Contractor under this contract, until such time as the Performance Measures Report is submitted. Such amount shall be forfeited on the part of the Contractor without further obligation to pay on the part of the Department.

The Contractor agrees to share any aggregate reports or summaries of reports regarding satisfaction from children or families served with the Department. Any reports or summaries shall be submitted at the same time as the Performance Measures Report.

1. Performance Accountability: Home Visitation Services are provided by utilization of an evidenced based or promising practice model approved by the Department prior to implementation.
 - a. Voluntary prenatal home visits include:
 - 1) Assisting families in establishing a medical home (one primary care entity) for mother and child;
 - 2) Assisting families in identifying informal support networks
 - 3) Providing referrals to community resources as necessary; and
 - 4) Providing information on prenatal health, newborn care, and child development including developmental guidance.
 - b. Voluntary newborn visits available for the first five years of the child's life that include the following components:
 - 1) Guiding families through developmental curricula;
 - 2) Assisting families in establishing a medical home;
 - 3) Assisting families in identifying informal support networks;
 - 4) Providing referrals to community resources as necessary;
 - 5) Providing developmental guidance to families and caregivers;

6) Increased parenting skills to keep children safe and meet their needs.

7) Determining if families have been referred to Nebraska Medicaid.

2. Required Reports: The Contractor shall provide to CFS monthly progress reports, expense and data reports. The Contractor agrees to provide monthly financial reports for reimbursement. The Contractor also agrees to provide monthly, quarterly and annual program reports describing progress made by family/person toward completing activities, problems encountered, resources extended. The Contractor will provide quarterly and annual program evaluation reports. Content of these reports shall include:

- a. An executive summary of the overall findings of the report, e.g., total number of families served, type of services provided and outcomes achieved.
- b. An analytical section which includes highlights of strategic partnerships, referral sources, number of referrals received, and actual intakes into the program made during the month, quarter, and/or year.
- c. A demographic section which includes the number of employees of the program, the experience and professional background of these employees, the number of employees in key activity areas, the employee turn-over rate, and the activities to assure employee fidelity with the proposed model.
- d. A data section including an introduction explaining the methodology used to gather the data and any cautions or caveats concerning how the data should be used or interpreted. The data to be collected and the format in which it will be presented will be mutually determined by the Department and the Contractor.
- e. Deliverables must be sent to Patti Reddick; Nebraska Department of Health and Human Services; Division of Children and Family Services; 301 Centennial Mall South; PO BOX 95026 Lincoln NE 68509-5026.
Due Date of Deliverable(s) is as follows:

- 1) Monthly reports will be due no later than the 15th day of the

following month.

2) Quarterly reports will be due no later than the 30 days after the end of the quarter.

3) The Annual Report will be due April 30, 2009.

a) The schedule, as listed:

(1) June 30, 2008 Progress, Expense and Data Reports for period 3/1/08-5/31/08

(2) September 30, 2008 Progress, Expense and Data Reports for period 6/1/08-8/31/08

(3) December 31, 2008 Progress, Expense and Data Reports for period 9/1/08-11/30/08

f. Other special reports may be requested by the Department as mutually agreed upon by both parties.

C. ADMINISTRATIVE STANDARDS

1. Staff Standards:

a. Background Checks:

1) The Contractor agrees to conduct a National Criminal History Check on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract.

2) The Contractor agrees to perform in-state background checks on all newly hired employees, interns, and volunteers if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:

a) The Sex Offender Registry maintained by the Nebraska State Patrol.

b) The Nebraska Child abuse and Neglect Central Register.

c) The Nebraska Adult Abuse and Neglect Central Register

- 3) The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
- 4) The Contractor agrees to perform out-of state background check on all newly hired employees, interns, and volunteer who have resided in Nebraska for less than two (2) years if it is foreseeable that that individual may have contact with youth during the course of providing direct services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has direct contact with any youth. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a criminal background checks in the cities, counties and states of previous residence. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
- 5) Current Employees—The Contractor shall complete background checks every two (2) years for all current employees. If a current employee residing in a state, other than Nebraska, and that state does not maintain a: Sex Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor shall complete a national, state and local criminal background check. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any youth.
- 6) All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.

2. Staff Qualifications: The Contractor must ensure that all staff maintains

credentials applicable to the Home Visitation Model approved. The Contractor must ensure that all clinical staff utilized in the delivery of services identified in **Attachment A and A(1)** of this Contract must meet the licensing standards required by the State of Nebraska Divisions of Medicaid and Long Term Care and Public Health. The Contractor must ensure that all Family Partners/Family Service Workers utilized in the delivery of services identified in **Attachment A and A (1)** of this contract must have a minimum of a bachelor's degree in a human services field.

3. Staff Training: Staff must be trained on issues affecting pregnancy, neo-natal care, post partum depression and other pertinent medical concerns affecting pregnancy and delivery, as well as trained and knowledgeable in early childhood development or early childhood mental health.
4. Supervisor Qualifications: The Contractor must ensure that the direct supervisor of family partner/family service worker staff providing services in the delivery of this contract has a minimum of a bachelor level degree and at least five (5) years of experience in providing community based services to children and families. All registered nurses providing services under the terms of this Contract must be licensed to practice in the State of Nebraska and be in good standing with the State of Nebraska Division of Public Health.
5. Staff Equivalency Determination Process: (MUST have if you have any direct care staff) The Contractor may petition the Department, in writing, for a determination of Equivalent Qualifications and Standards regarding a potential employee who does not meet the qualifications and standards set forth in this Agreement. The petition for Equivalent qualifications and Standards determination shall contain:
 - a) The name of the potential employee who is the subject of the petition;
 - b) A reference to the Contract's employment qualifications and standards to be Reviewed;
 - c) A statement from the Contractor, which sets forth its basis for believing that the potential employee meets the Contract's employment qualifications and standards; and

- d) Supporting documentation for how the potential employee meets the employment qualifications and standards.

Each Equivalent Qualifications and Standards petition shall be evaluated on a case by case basis. The request shall be submitted to the Service Area Contract Liaison or designee for approval. The Department shall issue its determination, in writing, within forty-five (45) days of the receipt of the petition.

- 6. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate a communication with the Service Area Contract Liaison or designee.
- 7. Overpayments: Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.
- 8. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary

penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.

The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.

9. Insurance:

- a. The Contractor shall maintain the following types of insurance for the duties performed under this contract:
 - 1) General liability,
 - 2) Workers Compensation, as required by Nebraska law,
 - 3) Automobile, both non-owned and hired car,
 - 4) Professional liability,
 - 5) Errors and omissions, if applicable to the duties performed under this contract, and,
 - 6) Premises and property.
- b. The Contractor shall provide to the Department within thirty (30) days of execution of this agreement a certificate of insurance for the above mentioned insurance. Notice of cancellation of any insurance policies must be submitted immediately to the Service Area Contract Liaison or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is no break in coverage.
- c. The Contractor shall ensure that all individuals transporting youth have a current, valid driver's license.

10. Release Of Identifying Information: No photographs or slides or other identifying information regarding a youth may be released for use on posters, in presentations, press releases, newsletters, newspaper articles, fliers, fund

raising materials, internet sites, etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

II. DEPARTMENT RESPONSIBILITIES

All Department responsibilities are described within Article I – Scope of Services.

III. CONSIDERATION

- A. The Department agrees to pay the Contractor in the **amount of up to \$12,500 per month based on billings for clients served for a total of \$200,000 for the term of this 16 month contract or a maximum of \$150,000 per 12 months.** The Contractor agrees to serve a range of 36 - 60 families per year. . The number of families served will be reviewed each quarter by the Department and the Contractor to determine if any adjustments in “numbers served” need to be made. The Department further agrees to make payment in conformance with the Nebraska Prompt Payment Act after the provision of care, the submission of billing, and the submission of required reports.
- B. The Department reserves the right to withhold payment until required reports are received.
- C. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this Contract without prior approval and agreement of the Department.
- D. The Contractor agrees not to accept payment from the family of the child unless an established part of the case plan includes a fee for services.
- E. Billing Procedure: The Contractor is expected to submit the Department provided billing documents within forty-five (45) days of the provision of service. The Contractor understands and agrees that any bills submitted for payment that are over a year from the date of service will not be paid.
- F. Request for Services Not Guaranteed: The Contractor understands and agrees that this Contract does not guarantee that such services will be requested by the

Department. Furthermore, the Contractor understands and agrees that no minimum number of referrals from the Department will be expected.

IV. TERM AND TERMINATION

- A. TERM. This Contract is in effect from **March 1, 2008 to June 30, 2009** with an option to renew for one (1) fiscal year from **July 1, 2009 to June 30, 2010** with the agreement of both parties if funds are available.
- B. TERMINATION: This Contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this Contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

V. GENERAL PROVISIONS

- A. ACCESS TO RECORDS AND AUDIT LIABILITY. All Contractor books, records, and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provision of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be held liable for audit exceptions, and shall return to the Department all payments made under this Contract for which an

exception has been taken or which has been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit. This provision shall survive termination of this contract.

- B. AMENDMENT. This Contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude and pursuit of other remedies for breach of contract as allowed by law.
2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright

any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.

- I. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- J. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- K. DRUG FREE WORKPLACE. The Contractor hereby assures Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- L. FEDERAL FINANCIAL ASSISTANCE. The Contractor agrees that its performance under this contract will comply with all applicable provisions of 45 C.F.R. §§87.1-87.2. The Contractor further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and /or proselytization.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due

to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

N. GOVERNING LAW: This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

O. HOLD HARMLESS.

1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either party's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

P. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such

personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

Q. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology Standards found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

S. LOBBYING

1. If the Contractor receives federal funds through the Department, for full or partial payment under this Contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be

paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

T. NON-DISCRIMINATION: The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.

U. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.

V. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under

this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- W. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- X. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- Y. SUB-CONTRACTOR. The Contractor agrees that before sub-contractors shall be utilized in the performance of this contract, the Department must give written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- Z. HIV TESTING PROHIBITED: The Department does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from the Protection and Safety Worker or designee. When consent is obtained, testing must be performed according to written Department policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling

must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirement for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and the Service Area Contract Liaison or designee shall jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, the Service Area Contract Liaison or designee shall request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that the Protection and Safety Worker or designee shall be notified of the results of such confidential testing.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR THE DEPARTMENT:
Department of Health and Human Services
Children and Family Services, Policy Section
301 Centennial Mall South
Lincoln, NE 68509-5026

FOR THE CONTRACTOR:
Lincoln-Lancaster County Health Department
3140 N Street
Lincoln, NE 68510

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR THE DEPARTMENT:

By: Todd A. Landry
Todd A. Landry, Director
Division of Children & Family Services
Department of Health & Human Services
Date: 5/7/08

FOR THE CONTRACTOR:

By: _____
Mayor Chris Beutler
Lincoln-Lancaster County Health Department
Date: _____
Federal ID#: 47-6006256